

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U	PAGE OF PAGES 1 10
2. AMENDMENT/MODIFICATION NO. P00020	3. EFFECTIVE DATE 14-May-2015	4. REQUISITION/PURCHASE REQ NO. SEE SCHEDULE	5. PROJECT NO. (If applicable)		
6. ISSUED BY NAVAL SEA SYSTEMS COMMAND (HQ) 1333 ISAAC HULL AVE SE WASHINGTON NAVY YARD DC 20376-2030	CODE ND0024	7. ADMINISTERED BY (If other than item 6) DCMA MANASSAS 10500 BATTLEVIEW PARKWAY SUITE 200 MANASSAS VA 20109-2342			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) MANTECH SYSTEMS ENGINEERING CORPORATION 12015 LEE JACKSON HWY FAIRFAX VA 22033-3300		9A. AMENDMENT OF SOLICITATION NO.			
		9B. DATED (SEE ITEM 11)			
		<input checked="" type="checkbox"/> 10A. MOD. OF CONTRACT/ORDER NO. ND0024-14-C-4110			
		<input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) 16-May-2014			
CODE 2U954		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) Mutual Agreement of the Parties					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: vmclaugh156911 There are two purposes of this modification: 1. Add CLINs 0005, 0006, and 0007 for the period of 16 May 2015 through 15 May 2016. 2. Incorporate an updated new DD 254 form for the contract extension. All other terms and conditions remain in full force and effect. See Summary of Changes for details.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lisa Barchelle TEL 707.7811519 EMAIL lisa.barchelle@navy.mil			
		16B. UNITED STATES OF AMERICA BY <u>Lisa Barchelle</u> (Signature of Contracting Officer)		16C. DATE SIGNED 5/14/2015	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$21,345,858.00 from \$39,451,267.98 to \$60,797,125.98 (EST).

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0005 is added as follows:

ITEM NO CLIN Number 0005	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
	Extension Labor				
	FOB: Destination				
	CPFF				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00

SUBCLIN 0005AA is added as follows:

ITEM NO CLIN Number 0005AA	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$21,105,858.00
	Base Period				
	The Extension Base period for this contract is 6 months				
	FOB: Destination				
	CPFF				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	\$21,105,858.00 (EST.)

SUBCLIN 0005AB is added as follows:

ITEM NO CLIN Number 0005AB	SUPPLIES/SERVICES	QUANTITY	UNIT Hours	UNIT PRICE \$	AMOUNT
					\$8,817,940.00
OPTION	Option Period 1 Option period 1 is for 3 months FOB: Destination CPFF				
ESTIMATED COST					\$
FIXED FEE					\$
TOTAL EST COST + FEE					\$8,817,940.00 (EST.)

SUBCLIN 0005AC is added as follows:

ITEM NO CLIN Number 0005AC	SUPPLIES/SERVICES	QUANTITY	UNIT Hours	UNIT PRICE \$	AMOUNT
					\$8,960,803.00
OPTION	Option Period 2 Option period 2 is for 3 months FOB: Destination CPFF				
ESTIMATED COST					\$
FIXED FEE					\$
TOTAL EST COST + FEE					\$8,960,803.00 (EST.)

CLIN 0006 is added as follows:

ITEM NO CLIN Number 0006	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Extension ODC FOB: Destination CPFF				\$0.00
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00

SUBCLIN 0006AA is added as follows:

ITEM NO CLIN Number 0006AA	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
		1	Unit	\$240,000.00	\$240,000.00
	Extension Base Period COST Base period ODC estimated to be \$240k. Base period is for 6 months. FOB: Destination				
				ESTIMATED COST	\$240,000.00 (EST.)

SUBCLIN 0006AB is added as follows:

ITEM NO CLIN Number 0006AB	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
		1	Unit	\$120,000.00	\$120,000.00
OPTION	Option Period 1 COST Other Direct Costs for Option Period 1. Option Period 1 is for 3 months. FOB: Destination				
				ESTIMATED COST	\$120,000.00 (EST.)

SUBCLIN 0006AC is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN		1	Unit	\$120,000.00	\$120,000.00
Number					
0006AC					

OPTION Option Period 2
 COST
 Other Direct Costs for Option Period 2. Option Period 2 is for 3 months.
 FOB: Destination

ESTIMATED COST	\$120,000.00 (EST.)
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CLIN 0007 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN					NSP
Number					
0007					

Extension Deliverables
 COST

See Exhibit A – DD Form 1423, Contract Data Requirements List
 FOB: Destination

ESTIMATED COST	\$0.00
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SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 0005:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0005AA:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0005AB:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0005AC:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for CLIN 0006:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0006AA:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0006AB:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0006AC:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for CLIN 0007:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item has been added to SUBCLIN 0005AA:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-MAY-2015 TO 15-NOV-2015	N/A	NAVAL SEA LOGISTICS CENTER ROBERT BLANSET 5450 CARLISLE PIKE BLDG. 307 MECHANICSBURG PA 17055-0795 717-605-3820 FOB: Destination	N65726

The following Delivery Schedule item has been added to SUBCLIN 0005AB:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-NOV-2015 TO 15-FEB-2016	N/A	NAVAL SEA LOGISTICS CENTER ROBERT BLANSET 5450 CARLISLE PIKE BLDG. 307 MECHANICSBURG PA 17055-0795 717-605-3820 FOB: Destination	N65726

The following Delivery Schedule item has been added to SUBCLIN 0005AC:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-FEB-2016 TO 15-MAY-2016	N/A	NAVAL SEA LOGISTICS CENTER ROBERT BLANSET 5450 CARLISLE PIKE BLDG. 307 MECHANICSBURG PA 17055-0795 717-605-3820 FOB: Destination	N65726

The following Delivery Schedule item has been added to SUBCLIN 0006AA:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-MAY-2015 TO 15-NOV-2015	N/A	NAVAL SEA LOGISTICS CENTER ROBERT BLANSET 5450 CARLISLE PIKE BLDG. 307 MECHANICSBURG PA 17055-0795 717-605-3820 FOB: Destination	N65726

The following Delivery Schedule item has been added to SUBCLIN 0006AB:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-NOV-2015 TO 15-FEB-2016	N/A	NAVAL SEA LOGISTICS CENTER ROBERT BLANSET 5450 CARLISLE PIKE BLDG. 307 MECHANICSBURG PA 17055-0795 717-605-3820 FOB: Destination	N65726

The following Delivery Schedule item has been added to SUBCLIN 0006AC:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-FEB-2016 TO 15-MAY-2016	N/A	NAVAL SEA LOGISTICS CENTER ROBERT BLANSET 5450 CARLISLE PIKE BLDG. 307 MECHANICSBURG PA 17055-0795 717-605-3820 FOB: Destination	N65726

The following Delivery Schedule item has been added to CLIN 0007:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 16-MAY-2015 TO 15-MAY-2016	N/A	NAVAL SEA LOGISTICS CENTER ROBERT BLANSET 5450 CARLISLE PIKE BLDG. 307 MECHANICSBURG PA 17055-0795 717-605-3820 FOB: Destination	N65726

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

LEVEL OF EFFORT – ALTERNATE I (MAY 2010)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be [REDACTED] total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that Q man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately 8,276 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(j) Notwithstanding any of the provisions in the above paragraphs and subject to the LIMITATION OF FUNDS or LIMITATION OF COST clauses, as applicable, the period of performance may be extended and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in paragraph (a) above. The contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract.

SECTION I - CONTRACT CLAUSES

The following have been modified:

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (SEP 2009)

(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the periods specified below. If more than one option exists the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

ITEM(S)

LATEST OPTION EXERCISE DATE

0001AG	31 Oct 2014
0002AC	31 Oct 2014
0001BA	31 Dec 2014
0002BA	31 Dec 2014
0005AB	31 Oct 2015
0005AC	31 Jan 2015
0006AB	31 Oct 2015
0006AC	31 Jan 2015

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

The following document(s), exhibit(s), and other attachment(s) form a part of this contract:

Contract Data Requirements List, DD Form 1423 – Exhibit A;

SMLIS Program System List – Attachment 1;

Contract Security Classification Specification, DD Form 254 – Attachment 2 (revised 23 April 2015);

Quality Assurance Surveillance Plan (QASP) – Attachment 3;

Small Business Subcontracting Plan – Attachment 4;

(End of Summary of Changes)